

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Proofreading Services

as requisitioned from the U.S. Government Printing Office (GPO) by the

Internal Revenue Service

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning October 1, 2003 and ending September 30, 2004, plus up to four optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Term of the Contract" clause in Section 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11 a.m., prevailing Washington, DC time, on September 12, 2003

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, Room B-104, Stop PPSB, Washington, DC 20404-0001. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX No. (202) 512-1782. The Program Number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised 6-01.

PRODUCTION AREA: All work is to be performed on-site at the Internal Revenue Service in Washington, DC.

NOTE TO BIDDERS: Bidders are instructed to adhere to all requirements of the solicitation. Special attention is directed to the following provisions:

Contractor Responsibility
Qualifications of the Contractor
Resumes
Probationary Period
Economic Price Adjustment

Service Contract Act of 1965
Attached Wage Determination
Walsh-healey Public Contracts Act
Attached Wage Hour Publication 1313,
"Notice to Employees"

All referenced documents including any amendments, are incorporated by reference and become an integral part of the contract.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS WHICH DIFFER SIGNIFICANTLY FROM THE PREVIOUS CONTRACT:

New Wage Determination Minimum Wage \$25.08

Additional lesser changes are scattered throughout.

Abstracts of contract prices are available at <http://winapps.access.gpo.gov/ppd/abstracts/central/default.asp>

For information of a technical nature call Everett W. Squires (202) 512-0310 (No collect calls).

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)).

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for authorized pricing adjustment(s).

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from the beginning of the contract to September 30, 2004 , and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending June 30, 2003, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

CONTRACTOR RESPONSIBILITY:

1. General. Purchases shall be made from, and contracts shall be awarded to, responsible prospective contractors only.

2. **Responsible Contractor.** A responsible contractor is one who meets the minimum standards set forth in paragraph 4 below to the extent that such standards are applicable to the specific procurement.

3. **Authority.** The authority for determinations of contractor responsibility/nonresponsibility rests with the Contracting Officer over whose signature the award of a contract is to be made.

4. **Minimum Standards for Responsible Prospective Contractors.** To receive a favorable responsibility rating, a prospective contractor must meet the standards set forth below to the extent applicable to the specific procurement. The prospective contractor shall:

(i) have adequate financial resources, or the ability to obtain adequate financial resources to perform the contract;

(ii) be able to comply with the proposed delivery or performance schedule, taking into consideration other existing commitments, commercial as well as governmental;

(iii) have a satisfactory record of performance in regard to both quality and timeliness on previously awarded contracts. A prospective contractor that is or recently has been seriously deficient in contract performance shall be presumed to be nonresponsible, unless the contracting officer determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of nonresponsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The contracting officer shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.

(iv) possess, or have the ability to obtain, the necessary experience, technical skills, and productive capacity to perform the predominant contract requirement (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to services to be performed by the prospective contractor.

(v) have adequate production controls and quality assurance methods to satisfy the quality requirements of the contract;

(vi) be able to satisfy any specified special standards of responsibility. Such special standards may be incorporated in specifications where the requirements call for unusual expertise, specialized facilities, or location of facilities; and (vii) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

QUALIFICATIONS OF THE CONTRACTOR: The prospective contractor must provide references of services performed in the proofreading field. (See "Qualifications of the Contractor" in Section 4.-SCHEDULE OF PRICES.)

QUALITY ASSURANCE LEVELS AND STANDARDS OF PROOFREADERS: The following levels and standards shall be maintained:

An average of no more than 1.5 proofreading errors per page on an initial reading and no more than .5 proofreading errors per page on revised readings.

UNSATISFACTORY PERFORMANCE: The contractor shall maintain the quality assurance levels and standards set forth in this contract, and any notice by the Contracting Officer of the failure to perform at these levels, and standards shall be cured by the contractor within 48 hours notice.

RESUMES: Within three workdays after notification that the prospective bidder is in line for award, the bidder shall submit to the Contracting Officer seven resumes for proofreaders with the required experience, one of which must be for a bilingual (Spanish) proofreader. After the resumes have been reviewed, the Contracting Officer may request additional resumes.

PROBATIONARY PERIOD: Each proofreader will be subject for up to a 60-day probationary period, during which the Government will evaluate the proofreader(s) performance. Anytime during the 60-day probationary periods, the Government will notify the contractor, by telephone, of its decision to retain or not to retain the proofreader(s).

INSURANCE LIABILITY: Since the work required by the resulting contract will be performed within a Government establishment, the contractor is required to have sufficient insurance to hold and save the Government and the Government Employees free and harmless from liability of any nature occasioned by his operations.

WORK AREA RESTRICTIONS: The Contractor shall observe the Government regulations regarding trespassing into areas outside of those authorized for this work, such as security areas. Information gained through proofreading shall not be divulged outside of the ordering agencies or used for personal gain.

SERVICE CONTRACT ACT OF 1965, as Amended:

(a) Definitions. "Act" as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, interpreted in subpart C of 29 CFR part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classifications listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would be entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made a part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract

Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determinations attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration a record of the following:

(i) For each employee subject to the Act-

(A) Name and address and social security number,

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily or weekly compensation;

(C) Daily and weekly hours worked by each employee;
and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payment and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor, requests or such sums as an appropriate official of the Department of Labor, requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination

of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements of provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiations thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, 525);

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice

in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classifications of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with Regulations, 29 CFR Part 531.

However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

NOTE: SPECIAL EMPHASIS TO THE AFFECT THAT EMPLOYEE COMPENSATION MUST BE AT TIME AND HALF. (REFERENCE: OVERTIME PAY/WAGE HOUR PUBLICATION 1313).

The contractor shall pay the determined wage rate and fringe benefits to all employees performing in the stated classification, which includes annual leave and pay for holidays as described in the Service Contract Act of 1965 and the attached wage determination. The Government is not responsible for these benefits.

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

PLEASE NOTE: THIS STATEMENT IS FOR INFORMATION ONLY: IT IS DETERMINATION. (See Attached Wage Determination.)NOT A WAGE

<u>Employee Class</u>	<u>Monetary Wage - Fringe Benefits</u>
Proofreader	\$25.08 per hour - Standard Government
(Technical Writer)	Benefit Package

FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT, AS AMENDED (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with-

(1) An increased or decreased wage determination applied to this contract by operation of law; or
(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (b) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the number of proofreaders and hours required each month and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from October 1, 2003 through September 30, 2004, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any. Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the performance of editorial proofreading, photocopying and collation services of material to be proofread. The contractor shall be responsible for initial proofreading and revisions of proofs of tax forms, instructional material, and other textual and tabular material which are produced on the computerized photocomposition system and/or by commercial contractor. ***NOTE: DUE TO THE NUMERIOUS NUMBER OF Exhibit pages (12) in this specification, these pages will not be put on the internet. A complete copy of the specifications with exhibit pages may be obtained from the bid room by request. Telephone (202) 512-0526.***

TITLE: Proofreading Services.

FREQUENCY OF ORDERS: Two print orders per year (during the months of August and October) will be issued to cover all services performed during the contract period.

The contractor shall provide an average of four proofreaders, one of whom must be bilingual (Spanish) per day during the period of performance. The Contracting Officer may request, upon forty-eight (48) hours notice, additional proofreaders up to an estimated maximum of 10. The contractor is required to make every effort to provide the same individuals for the services required under this contract throughout the entire contract period. Substitutions of qualified individuals may be necessary in some circumstances, however, this should not occur on more than two separate occasions in any one month per proofreader, without prior authorization from the contracting officer.

QUANTITY AND NUMBER OF PAGES: The approximate workload is 2,000 pages of forms and 6,000 to 10,000 pages of text. An average of one initial reading and four revision readings per document page shall be required.

GOVERNMENT TO FURNISH:

1. Proofs of tax forms, computer printouts, textual and tabular material.
2. An appropriate work area(s) for up to 10 contractor personnel which will contain the following items as a minimum:
 - (a) desk(s) and/or worktables
 - (b) telephone (local calls only)
 - (c) chair(s)
 - (d) photocopying machine

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish", necessary to provide the service(s) in accordance with these specifications.

WORK HOURS: The Contractor shall perform during regular working hours of the Internal Revenue Service, Monday thru Friday, 8:00 a.m. to 4:30 p.m., (which includes a one-half hour lunch period) with the exception of Government holidays or days that the Government closes due to special circumstances. The Internal Revenue Service will be occupied during performance under this contract, and all work shall be performed, in such a manner as to cause minimal interruption to the normal activities.

The contractor shall be required to supply proofreading and other specified services for a regular forty (40)-hour work week. A regular forty (40)-hour work week is Monday through Friday, eight (8) hours per day. At the request of the Contracting Officer, with 24 hours notice, at least two proofreaders must be available to work eight (8) hours on Saturdays or up to four (4) hours during the evenings of Monday thru Friday. Contractor must not lose more than two regular hours within any one work week per proofreader (not cumulative or transferable) due to regular readers being on vacation, sick leave, etc.

QUALIFICATIONS/PRODUCTION STANDARDS OF CONTRACTOR PERSONNEL: Each proofreader must be able to meet or exceed the following minimum requirement/production standards:

1. A minimum of two years of professional editorial proofreading experience with a firm/company/agency which is/was **regularly** engaged in the proofreading, printing, publishing or editorial field. This experience must include the ability to produce standard proofreader copy markup, in accordance with the U.S. Government Printing Office Style Manual, and must have consisted of editing/proofreading complex form pages and instructional material.
2. The ability to perform a variety of office tasks, with minimal guidance, instructions and supervision.
3. The ability to read an average of three form pages per hour on initial reading.
4. The ability to read an average of six form pages per hour on revised form pages.
5. The ability to read an average of three pages of typeset copy per hour on initial reading of textual material.
6. The ability to read an average of four pages of typeset copy per hour on revised textual material.
7. The ability to read an average of two pages per hour of typeset copy on tabular instructional material.
8. The ability to read an average of four pages of typeset copy per hour on revised tabular material.
9. The ability to effectively communicate typesetting errors and other required changes to forms designers as required on proofs OR verbally if needed.

The contractor shall:

1. Make two or more sets of high quality, electrostatic proofs of each page produced on the typesetter system. These proofs will be done on equipment and material supplied by the Government. The proofs must be the best quality obtainable on the equipment, well positioned, and properly assembled for follow-on usage.
2. Perform quality review of all laser printer generated final repros, ranging from one to fifteen copies of each page. This review will consist of the reader scanning visually the typeset copy for any major defects (i.e., hickies, tears, etc.).
3. Maintain daily production information that may be reviewed by the Project Officer for the type, quality, quantity and time performed on any given instructional material, form pages, or tabular material.

The Project Officer will mark errors that were missed by the contractor in a distinct color.

Upon completion of each order, the contractor is to notify the U.S. Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0516 or 0517; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.

NOTE: The contractor is required to send one copy of each page of itemized voucher submitted for billing (Standard Form 1034/1034A) and any continuation sheet, to the following address within 10 days of completed delivery of product: U.S. Government Printing Office, Term Contracts Division, Stop: PPC, Room A843, Attn: Everett W. Squires, Washington, DC 20401.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements for the service required under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of services which may be ordered in one year.

The following item designations correspond to those listed in the "Schedule of Prices".

PREMIUM PAYMENTS: Orders requiring production on Saturdays, Sundays, Federal Government holidays, and or daily periods, in order to meet production requirements will be paid for at the premium rate in accordance with the contractor's offered charge in the "Schedule of Prices".

All other orders will be transmitted to the contractor with the required schedule and paid for at the basic prices offered.

Failure of the contractor to perform work during the specified premium periods will result in disallowance of premium payments that were anticipated and the contractor shall not list such items on his voucher.

The following item designations correspond to the items listed in the "Schedule of Prices".

I. Regular Hour Work:

10,368

II. Premium Hour Work:

40

SECTION 4.- SCHEDULE OF PRICES

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with blank spaces, or with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item will be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production.

- I. **PROOFREADING AND RELATED SERVICES:** Prices offered must include all contractor costs for all work performed on this contract during regular working hours. Work in excess of eight hours per day or 40 hours per week will be paid under Item II. below.

Price per regular proofreading hour.....\$ _____

- II. **PREMIUM COST:** Prices offered must include all contractor costs for all work performed on this contract during Saturdays, Sundays, Government holidays and or daily overtime (after initial 8 hours per day) periods.

Price per premium proofreading hour.....\$ _____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.- Schedule of Prices," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two copies of the GPO Form 910, "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder_____

(City - State)

By_____

(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

QUALIFICATIONS OF THE CONTRACTOR

The contractor must be an experienced firm regularly and continuously engaged in supplying proofreading services. The firm shall have performed service of comparable scope, complexity, and operating requirements as specified herein. Additionally, the successful contractor shall have a satisfactory performance record, and shall provide at least three (3) names of firms, names of contact persons, complete addresses, and telephone numbers of such performance below:

1. _____
(Name of Firm)

(Person to Contact) (Title)

(Address)

(City, State, and Zip Code) (Area Code and Telephone Number)

2. _____
(Name of Firm)

(Person to Contact) (Title)

(Address)

(City, State, and Zip Code) (Area Code and Telephone Number)

3. _____
(Name of Firm)

(Person to Contact) (Title)

(Address)

(City, State, and Zip Code) (Area Code and Telephone Number)

Initials